Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Filing at a Glance

Company: Madison National Life Insurance Company, Inc.

Product Name: MNL PPACA IM 0910 SERFF Tr Num: ICCI-126935283 State: Arkansas TOI: H16G Group Health - Major Medical SERFF Status: Closed-Approved- State Tr Num: 47467

Closed

Sub-TOI: H16G.001A Any Size Group - PPO Co Tr Num: MNL PPACA IM 0910 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Rosalind Minor
Author: Brenda Dawson Disposition Date: 12/16/2010

Date Submitted: 12/07/2010 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: MNL PPACA IM 0910

Project Number: MNL PPACA IM 0910

Requested Filing Mode:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Explanation for Combination/Other: Market Type:

Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 12/16/2010 Explanation for Other Group Market Type:

State Status Changed: 12/16/2010

Deemer Date: Created By: Brenda Dawson

Submitted By: Brenda Dawson Corresponding Filing Tracking Number: ICCI-

125266631

PPACA: Non-Grandfathered Immed Mkt Reforms, Grandfathered Immed Mkt Reforms

Filing Description:

We are hereby submitting the above referenced forms for review and approval in your state. These forms are new and are not intended to replace any forms previously approved in your state.

Insurance Compliance Consultants, Inc., is making this filing on behalf of Madison National Life Insurance Company, Inc. A filing authorization letter is attached. All correspondence should be addressed to Insurance Compliance Consultants, Inc., at the address shown above.

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

These forms are intended to be used with Group Major Medical Policy, MNL GP 107 previously approved by your Department on August 28, 2007 for use in the individual market.

These forms addresses the federal Patient Protection and Affordable Care Act (PPACA) provisions effective for plan years beginning on and after September 23, 2010.

These forms were prepared on a personal computer and will ultimately be printed from another data processing system that may cause some print style and/or page spacing changes. However, there will not be any changes to the actual text of the contract or to the general print size.

Company and Contact

Filing Contact Information

Brenda Dawson, Authorized Representative Brendadawson@inscompliance.com

3925 East State Street, Suite 200 815-316-6714 [Phone] Rockford, IL 61108 815-986-2355 [FAX]

Filing Company Information

(This filing was made by a third party - insurancecomplianceconsultantsinc)

Madison National Life Insurance Company, Inc. CoCode: 65781 State of Domicile: Wisconsin

P. O. Box 5008 Group Code: Company Type:

Madison, WI 53705 Group Name: State ID Number:

(800) 356-9601 ext. [Phone] FEIN Number: 39-0990296

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50 per filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Madison National Life Insurance Company, Inc. \$50.00 12/07/2010 42698553 Madison National Life Insurance Company, Inc. \$50.00 12/09/2010 42785621

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved- Rosalind Minor 12/16/2010 12/16/2010

Closed

Objection Letters and Response Letters

Objection Letters Response Letters Responded By Date Submitted Status Created By Created On Date Submitted **Created On** Rosalind Minor 12/09/2010 Pending 12/09/2010 Brenda Dawson 12/09/2010 12/09/2010 Industry Response

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Disposition

Disposition Date: 12/16/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Disapproved	Yes
Supporting Document	Application	Disapproved	Yes
Supporting Document	PPACA Uniform Compliance Summary	Disapproved	Yes
Supporting Document	MNL Authorization Letter	Disapproved	Yes
Form	Amendatory Endorsment	Disapproved	Yes
Form	Amendatory Endorsement	Disapproved	Yes

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/09/2010 Submitted Date 12/09/2010

Respond By Date
Dear Brenda Dawson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Amendatory Endorsment, MNL PPACA AEG IM 0910 (Form)
- Amendatory Endorsement, MNL PPACA AENG IM 0910 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Response Letter

Response Letter Status Submitted to State

Response Letter Date 12/09/2010 Submitted Date 12/09/2010

Dear Rosalind Minor,

Comments:

Thank you for your letter.

Response 1

Comments: The additional filing fee has been added.

Related Objection 1

Applies To:

- Amendatory Endorsment, MNL PPACA AEG IM 0910 (Form)
- Amendatory Endorsement, MNL PPACA AENG IM 0910 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Sincerely,

Brenda Dawson

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Form Schedule

Lead Form Number: MNL PPACA IM 0910

Schedule Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item Number			Data		
Status					
Disapprove MNL	Certificate Amendatory	Initial		0.000	MNL PPACA
d PPACA	Amendmen Endorsment				AEG IM 0910
12/16/2010 AEG IM	t, Insert				_Grandfather
0910	Page,				ed Cases-
	Endorseme				IndMkt_11081
	nt or Rider				0.pdf
Disapprove MNL	Certificate Amendatory	Initial		0.000	MNL PPACA
d PPACA	Amendmen Endorsement				AENG IM
12/16/2010 AENG I	1 t, Insert				0910 _Non-
0910	Page,				Grandfathere
	Endorseme				d Cases-
	nt or Rider				IndMkt_11161
					0.pdf

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

[P.O. Box 5008, Madison, WI 53705]

AMENDATORY ENDORSEMENT – GRANDFATHERED HEALTH PLAN PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010

We believe Your plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act ("the Act"). As permitted by the Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that Your plan may not include certain consumer protections of the Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Act, for example, the elimination of lifetime limits on benefits. This Amendatory Endorsement describes below this change and others required by the Act.

Notwithstanding anything in Your Policy or Certificate to the contrary, it is hereby understood and agreed that Your Policy or Certificate to which this Amendatory Endorsement is attached is amended as follows:

To ensure compliance with federal health care reform's Patient Protection and Affordable Care Act (the "Act"), including any amendments, regulations, rules or other guidance issued with respect to the Act, certain benefits, terms, conditions, limitations and exclusions in Your Policy or Certificate are being amended to comply with the Act. Regardless of the terms and conditions of any other provisions in Your Policy or Certificate, this Amendatory Endorsement will control. The following provisions apply under Your Policy or Certificate effective [September 23, 2010] [on Your plan year beginning on or after September 23, 2010][, unless otherwise noted with an earlier effective date] or Your coverage Effective Date whichever is later:

Dependent Child Eligibility

Any provisions of Your Policy or Certificate that indicates Your Child's eligibility for coverage is based upon the Child being unmarried, or being financially dependent on You, or shares a residence with You, or meets certain student status requirements are hereby deleted. Your Child is eligible for coverage if the Child is less than 26 years of age regardless of financial dependency, residency with You, student status or marital status. Coverage does not include the spouse or child of such Dependent Child unless that child meets other coverage criteria established under applicable state law.

Dependent Child Termination

Any provision of Your Policy or Certificate that indicates Your Child's coverage will terminate when the Child marries, ceases to be financially dependent on You, ceases to share a residence with You, ceases to be a student, or becomes eligible for other coverage under another employer sponsored plan, or the Child reaches a limiting age under age 26 are hereby deleted. The Termination provision applicable to Dependent Child termination is amended to add that the coverage for a Dependent Child will terminate on [the date] [on the next premium due date following the date] [the end of the month following the date] the Child reaches age 26.

[The Dependent Child Eligibility and Dependent Child Termination provisions are effective July 1, 2010.]

Lifetime Policy Dollar Limits

Effective [September 23, 2010] [on Your plan year beginning on or after September 23, 2010], Your Policy or Certificate is amended by deleting the Lifetime Policy dollar maximum and by deleting the Lifetime dollar maximum specifically for Essential Health Benefits.

[Calendar Year Policy Dollar Limits

Effective [September 23, 2010] [on Your plan year beginning on or after September 23, 2010], Essential Health Benefits are subject to a Calendar Year Policy maximum shown on Your Schedule of Benefits. [If Your Policy or Certificate does not have a Calendar Year Policy Maximum, Your Lifetime Maximum Benefit, as shown on Your Schedule of Benefits, will become Your Calendar Year Policy Maximum.]

Rescissions

Effective September 23, 2010, any statements on Your Application and any provision of Your Policy or Certificate that describes Our right to rescind or void the Insured/Covered Person's insurance coverage is amended to permit Us to rescind or void the insurance coverage of a Insured/Covered Person only if the individual, or You on behalf of that individual, performs an act, practice or omission that constitutes fraud; or makes an intentional misrepresentation of material fact.

We will provide at least 30 calendar days advance written notice of any rescission of insurance coverage. You have the right to request an internal appeal of a rescission of Your or Your Covered Dependent's insurance coverage. Once the internal appeal process is exhausted, You have the additional right to request an independent external review.

For the purposes of this Amendatory Endorsement the following **Definition applies**:

Essential Health Benefits: Has the same meaning as found in section 1302(b) of the Act and as further defined by the Secretary of the United States Department of Health and Human Services and includes ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care. Not all Essential Health Benefits may be covered under Your Policy or Certificate. Please refer to Your Policy or Certificate documents.

This Amendatory Endorsement is endorsed and made part of the Policy/Certificate to which it is attached. This Endorsement terminates concurrently with the date Your coverage under the Policy ends.

This Amendatory Endorsement is subject to all provisions of the Policy/Certificate which are not in conflict with the provisions of this Endorsement. Nothing in this Endorsement will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the Policy other than stated above.

IN WITNESS WHEREOF, the Insurance Company has caused this Endorsement to be signed by its President.

MADISON NATIONAL LIFE INSURANCE COMPANY. INC.

arry R. Graber

Lany A Drobe

Adam C. Vandervoort Secretary

Alon Voles

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

[P.O. Box 5008, Madison, WI 53705]

AMENDATORY ENDORSEMENT PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010

Notwithstanding anything in Your Policy or Certificate to the contrary, it is hereby understood and agreed that Your Policy or Certificate to which this Amendatory Endorsement is attached is amended as follows:

To ensure compliance with federal health care reform's Patient Protection and Affordable Care Act (the "Act"), including any amendments, regulations, rules or other guidance issued with respect to the Act, certain benefits, terms, conditions, limitations and exclusions in Your Policy or Certificate are being amended to comply with the Act. Regardless of the terms and conditions of any other provisions in Your Policy or Certificate, this Amendatory Endorsement will control. The following provisions apply under Your Policy or Certificate effective [September 23, 2010] [on Your plan year beginning on or after September 23, 2010][, unless otherwise noted with an earlier effective date] or Your coverage Effective Date whichever is later:

Dependent Child Eligibility

Any provisions of Your Policy or Certificate that indicate Your Child's eligibility for coverage is based upon the Child being unmarried, or being financially dependent on You, or shares a residence with You, or meets certain student status requirements are hereby deleted. Your Child is eligible for coverage if the Child is less than 26 years of age regardless of financial dependency, residency with You, student status or marital status. Coverage does not include the spouse or child of such Dependent Child unless that child meets other coverage criteria established under applicable state law.

Dependent Child Termination

Any provision of Your Policy or Certificate that indicates Your Child's coverage will terminate when the Child marries, ceases to be financially dependent on You, ceases to share a residence with You, ceases to be a student, or becomes eligible for other coverage under another employer sponsored plan, or the Child reaches a limiting age under age 26 are hereby deleted. The Termination provision applicable to Dependent Child termination is amended to add that the coverage for a Dependent Child will terminate on [the date] [on the next premium due date following the date] [the end of the month following the date] the Child reaches age 26.

[The Dependent Child Eligibility and Dependent Child Termination provisions are effective July 1, 2010.]

Lifetime Policy Dollar Limits

Effective [September 23, 2010] [on Your plan year beginning on or after September 23, 2010], Your Policy or Certificate is amended by deleting the Lifetime Policy dollar maximum and by deleting the Lifetime dollar maximum specifically for Essential Health Benefits.

Calendar Year Policy Dollar Limits

Effective [September 23, 2010] [on Your plan year beginning on or after September 23, 2010], Essential Health Benefits are subject to a Calendar Year Policy maximum shown on Your Schedule of Benefits. If Your Policy or Certificate does not have a Calendar Year Policy Maximum, Your Lifetime Maximum Benefit, as shown on Your Schedule of Benefits, will become Your Calendar Year Policy Maximum.

If Your Policy or Certificate has a Calendar Year Policy Maximum benefit, as shown on Your Schedule of Benefits, and the Maximum Benefit shown is less than \$750,000, the Maximum is deleted and replaced with \$[750,000][1,000,000] and increases each Calendar Year to the annual dollar limit permitted by state and federal law.

The Calendar Year Policy Maximum benefit effective for plan years beginning on and after September 23, 2011 but before September 23, 2012 will be the greater of the amount shown on Your Schedule of Benefits or \$1,250,000.

The Calendar Year Policy Maximum benefit effective for plan years beginning on and after September 23, 2012 but before January 1, 2014 will be the greater of the amount shown on Your Schedule of Benefits or \$2,000,000.

Effective January 1, 2014 there is no Calendar Year Maximum Benefit for Essential Health Benefits.

Preventive Services

In addition to any other preventive screening services described in Your Policy or Certificate effective [September 23, 2010] [on Your plan year beginning on or after September 23, 2010] we will cover the following preventive services without regard to any cost-sharing requirements, such as Deductible, Copay or Coinsurance requirements that would otherwise apply. If You are covered under a PPO Network Plan, as shown on Your Schedule of Benefits, these services must be received from In-Network/Participating Providers to be covered unless otherwise specifically stated in Your Policy or Certificate:

- (1) Evidenced-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
- (2) Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Insured/Covered Person involved;
- (3) With respect to Insured/Covered Persons who are infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- (4) With respect to Insured/Covered Persons who are women, such additional preventive care and screenings not described in paragraph (1) above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

If Your Policy or Certificate includes any Riders attached thereto pertaining to preventive screening services or other wellness benefits subject to a Calendar Year Maximum Benefit, this Calendar Year Maximum Benefit is deleted.

Emergency Services

Any provision of Your Policy or Certificate that provides Emergency Services is amended to provide Emergency Services without the need for any prior preauthorization or Pre-Certification. Emergency Services for a covered Illness/Sickness or Injury received by an Out-of-Network/Non-Participating Provider will be paid at the In-Network/Participating Provider benefit level subject to the same cost sharing requirements, such as Deductible, Copay and Coinsurance requirements that would otherwise apply as if the Emergency Services were provided by an In-Network/Participating Provider.

Rescissions

Effective September 23, 2010, any statements on Your Application and any provision of Your Policy or Certificate that describes Our right to rescind or void the Insured/Covered Person's insurance coverage is amended to permit Us to rescind or void the insurance coverage of a Insured/Covered Person only if the individual, or You on behalf of that individual, performs an act, practice or omission that constitutes fraud; or makes an intentional misrepresentation of material fact.

We will provide at least 30 calendar days advance written notice of any rescission of insurance coverage. You have the right to request an internal appeal of a rescission of Your or Your Covered Dependent's insurance coverage. Once the internal appeal process is exhausted, You have the additional right to request an independent external review.

Pre-Existing Conditions

The following provisions of Your Policy or Certificate do not apply to any Insured/Covered Person who is under the age of 19:

- (1) Any provision that describes a Pre-Existing Condition exclusion or limitation;
- (2) Any provision that indicates that a Pre-Existing Condition exclusion or limitation applies;
- (3) Any provision that indicates that benefits are contingent on an Injury occurring or Sickness first manifesting itself while the individual is covered under the Policy; and
- (4) Any provision that describes possible denial or rejection of insurance coverage due to the Insured/Covered Person not being insurable pursuant to Our underwriting guidelines.

Right to Appeal

You have the right to appeal any decision or action taken by Us to deny, reduce or terminate the provision of or payment for health care services requested or received under Your Policy or Certificate. When We have denied, reduced or terminated a requested service or payment for a service covered by the Policy or Certificate based on a judgment as to the Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of the health care service, You have the right to have Our decision reviewed by an independent review organization not associated with Us.

We must provide You with certain written information, including the specific reason for Our decision and a description of Your appeal rights and procedures every time We make a determination to deny, reduce or terminate the provision of or payment for health care services requested or received under the Policy or Certificate.

For the purposes of this Amendatory Endorsement the following **Definitions** apply:

Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medication attention to result in:

- 1. Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- 2. Serious impairment to bodily functions; or
- 3. Serious dysfunction of any bodily organ or part.

Emergency Services: With respect to an Emergency Medical Condition Emergency Services means a medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition, and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital.

Essential Health Benefits: Has the same meaning as found in section 1302(b) of the Act and as further defined by the Secretary of the United States Department of Health and Human Services and includes ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care. Not all Essential Health Benefits may be covered under Your Policy or Certificate. Please refer to Your Policy or Certificate documents.

This Amendatory Endorsement is endorsed and made part of the Policy/Certificate to which it is attached. This Endorsement terminates concurrently with the date Your coverage under the Policy ends.

This Amendatory Endorsement is subject to all provisions of the Policy/Certificate which are not in conflict with the provisions of this Endorsement. Nothing in this Endorsement will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the Policy other than stated above.

IN WITNESS WHEREOF, the Insurance Company has caused this Endorsement to be signed by its President.

MADISON NATIONAL LIFE INSURANCE COMPANY. INC.

Larry R. Graber

Adam C. Vandervoort Secretary

Company Tracking Number: MNL PPACA IM 0910

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: MNL PPACA IM 0910

Project Name/Number: MNL PPACA IM 0910/MNL PPACA IM 0910

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Disapproved 12/16/2010

Comments: Attachment:

Cert of Comp. with Rule 19 MNL IM PPACA 12-7-10.pdf

Item Status: Status

Date:

Satisfied - Item: Application Disapproved 12/16/2010

Comments:

Applications were filed under SERFF Tracking # ICCI-125266631

Item Status: Status

Date:

Satisfied - Item: PPACA Uniform Compliance Disapproved 12/16/2010

Summary

Comments:

Attachment:

AR IM PPACA (MNL GP 107).pdf

Item Status: Status

Date:

Satisfied - Item: MNL Authorization Letter Disapproved 12/16/2010

Comments: Attachment:

ICC Authorization letter Madison Nat 2010.pdf

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Madison National Life Insurance Company, Inc.

Form Number(s): MNL PPACA AENG IM 0910, MNL PPACA AEG IM 0910

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirement of Rule and Regulation 19.

Signature of Company Officer

Lang A Drober

Larry R. Graber

Name

President

Title

<u>December 7, 2010</u>

Date

Please select the appropriate check box below to indicate which product is amended by this filing.

☐ INDIVIDUAL HEALTH BENEFIT PLANS (Complete <u>SECTION A</u> only)

☐ SMALL / LARGE GROUP HEALTH BENEFIT PLANS (Complete <u>SECTION B</u> only)					
This form filing compliance summary is to be submitted with your [endorsement][contract] to comply with the immediate market reform requirements of the Patient Protection and Affordable Care Act (PPACA). These PPACA requirements apply only to policies for health insurance coverage referred to as "major medical" in the statute, which is comprehensive health coverage that includes PPO and HMO coverage. This form includes the requirements for grandfathered (coverage in effect prior to March 23, 2010) and non-grandfathered plans, and relevant statutes. Refer to the relevant statute to ensure compliance. Complete each item to confirm that diligent consideration has been given to each. (<i>If submitting your filings electronically, bookmark the provision(s) in the form(s) that satisfy the requirement and identify the page/paragraph on this form.</i>)					
*For all filings, include the	Гуре of Insurance (TOI) in	the first column.			
Check box if this is a paper f	iling.				
	COMPANY INFORMATION				
Company Name	NAIC Number	SERFF Tracking Number(s) *if applicable	Form Number(s) of Policy being endorsed	Rate Impact	
				☐ Yes ☐ No	

	SECTION A – Individual Health Benefit Plans				
TOI	Category	Statute Section	Grandfathered	Non- Grandfathered	
	Eliminate Pre-existing Condition Exclusions for Enrollees Under Age 19	[Sections 2704 and 1255 of the PHSA/Section 1201 of the PPACA]	N/A	Yes No If no , please explain.	
	Explanation:				
	Page Number:				
	Eliminate Annual Dollar Limits on Essential Benefits Except allows for "restricted" annual dollar limits for essential benefits for plan years prior to January 1, 2014.	[Section 2711 of the PHSA/Section 1001 of the PPACA]	N/A	Yes No If no , please explain.	
	Explanation:				
	Page Number:		_		
	Eliminate Lifetime Dollar Limits on Essential Benefits	[Section 2711 of the PHSA/Section 1001 of the PPACA]	☐ Yes ☐ No If no, please explain.	Yes No If no , please explain.	
	Explanation:				
	Page Number:				
	Prohibit Rescissions – Except for fraud or intentional misrepresentation of material fact.	[Section 2712 of the PHSA/Section 1001 of PPACA]	☐ Yes ☐ No If no, please explain.	☐ Yes ☐ No If no, please explain	
	Explanation:				
	Page Number:				

SECTION A – Individual Health Benefit Plans				
TOI	Category	Statute Section	Grandfathered	Non- Grandfathered
	Preventive Services – Requires coverage and prohibits the imposition of cost-sharing for specified preventative services. Explanation: Page Number:	[Section 2713 of the PHSA/Section 1001 of the PPACA]	N/A	☐ Yes ☐ No If no , please explain.
	Extends Dependent Coverage for Children Until age 26 – If a policy offers dependent coverage, it must include dependent coverage until age 26. Explanation: Page Number:	[Section 2714 of the PHSA/Section 1001 of the PPACA]	☐ Yes ☐ No If no , please explain.	☐ Yes ☐ No If no, please explain.
	Appeals Process – Requires establishment of an internal claims appeal process and external review process. Explanation: Page Number:	[Section 2719 of the PHSA/Section 1001 of the PPACA]	N/A	☐ Yes ☐ No If no, please explain.
	Emergency Services – Requires plans that cover emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, and at the in-network cost-sharing level. Explanation: Page Number:	[Section 2719A of the PHSA/Section 10101 of the PPACA]	N/A	☐ Yes ☐ No If no, please explain.

SECTION A – Individual Health Benefit Plans				
TOI	Category	Statute Section	Grandfathered	Non- Grandfathered
	Access to Pediatricians – Mandates that if designation of a PCP for a child is required, the person be permitted to designate a physician who specialized in pediatrics as the child's PCP if the provider is in-network.	[Section 2719A of the PHSA/Section 10101 of the PPACA]	N/A	Yes No If no , please explain.
	Explanation: Page Number:			
	Access to OB/GYNs – Prohibits authorization or referral requirements for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology.	[Section 2719A of the PHSA/Section 10101 of the PPACA]	N/A	Yes No If no , please explain.
	Explanation: Page Number:			

	SECTION B – Group Health Benefit Plans (Small and Large)				
TOI	Category	Statute Section	Grandfathered	Non- Grandfathered	
	Eliminate Pre-existing Condition Exclusions for Enrollees Under Age 19	[Sections 2704 of the PHSA/Section 1201 of the PPACA]	Yes No If no, please explain.	Yes No If no , please explain.	
	Explanation:				
	Page Number:				
	Eliminate Annual Dollar Limits on Essential Benefits – Except allows for "restricted" annual dollar limits for essential benefits for plan years prior to January 1, 2014.	[Section 2711 of the PHSA/Section 1001 of the PPACA]	☐ Yes ☐ No If no , please explain.	☐ Yes ☐ No If no , please explain.	
	Explanation:				
	Page Number:				
	Eliminate Lifetime Dollar Limits on Essential Benefits	[Section 2711 of the PHSA/Section 1001 of the PPACA]	☐ Yes ☐ No If no , please explain.	☐ Yes ☐ No If no , please explain.	
	Explanation:				
	Page Number:				
	Prohibit Rescissions – Except for fraud or intentional misrepresentation of material fact.	[Section 2712 of the PHSA/Section 1001 of PPACA]	☐ Yes ☐ No If no , please explain.	☐ Yes ☐ No If no , please explain.	
	Explanation:	•			
	Page Number:				

	SECTION B – Group Heal	th Benefit Plans (Small and La	arge)	
TOI	Category	Statute Section	Grandfathered	Non- Grandfathered
	Preventive Services – Requires coverage and prohibits the imposition of cost-sharing for specified preventative services	[Section 2713 of the PHSA/Section 1001 of the PPACA]	N/A	Yes No If no, please explain.
	Explanation:			
	Page Number:			
	Extends Dependent Coverage for Children Until age 26 – If a policy offers dependent coverage, it must include dependent coverage until age 26. ◊	[Section 2714 of the PHSA/Section 1001 of the PPACA]	Yes [⋄] No If no , please explain.	Yes No If no, please explain.
	Explanation:			
	Page Number:			
	Appeals Process – Requires establishment of an internal claims appeal process and external review process.	[Section 2719 of the PHSA/Section 1001 of the PPACA]	N/A	Yes No If no, please explain.
	Explanation:			
	Page Number:			

[♦] For plan years beginning before January 1, 2014, grandfathered group plans are not required to extend coverage to a child until the age of 26 if such child is eligible to enroll in another employee-sponsored plan

	SECTION B – Group Hea	lth Benefit Plans (Small and La	rge)	
TOI	Category	Statute Section	Grandfathered	Non- Grandfathered
	Emergency Services – Requires plans that cover emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, and at the in-network cost-sharing level.	[Section 2719A of the PHSA/Section 10101 of the PPACA]	N/A	Yes No If no , please explain.
	Explanation:			
	Page Number:			
	Access to Pediatricians – Mandates that if designation of a PCP for a child is required, the person be permitted to designate a physician who specialized in pediatrics as the child's PCP if the provider is in-network.	[Section 2719A of the PHSA/Section 10101 of the PPACA]	N/A	☐ Yes ☐ No If no , please explain.
	Explanation:			
	Page Number:			
	Access to OB/GYNs – Prohibits authorization or referral requirements for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology.	[Section 2719A of the PHSA/Section 10101 of the PPACA]	N/A	☐ Yes ☐ No If no, please explain.
	Explanation:			
	Page Number:			



January 1, 2010

Mr. Brian Camling President Insurance Compliance Consultants, Inc. 3925 East State Street, Suite 200 Rockford, IL 61108

Dear Mr. Camling:

Please accept this letter as written confirmation that Insurance Compliance Consultants, Inc., has authority to file the attached form(s) or a state specific variation of it, and to act on behalf of Madison National Life Insurance Company, Inc. regarding such filings, in all jurisdictions where this form(s) or a state specific variation of it is being filed. Madison National may withdraw this authorization at any time, by giving notice to Insurance Compliance Consultants.

Sincerely,

Larry Graber

Lang 1 Dealer